

A G R E E M E N T

Between

THE TOWN OF DOVER

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION
DOVER LOCAL NO. 107

January 1, 2015 through December 31, 2017

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PREAMBLE

THIS AGREEMENT, made this day of 2017, to be effective as of January 1, 2015, by and between the Town of Dover, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer", and The Policemen's Benevolent Association, Dover Local No. 107, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968 of the State of New Jersey, its amendments and supplements hereto, the Employer and Association have met and negotiated the terms and conditions of employment of the police officers for the years 2015 through 2017; and

WHEREAS, both Employer and the Association believe in the soundness of the principle of collective bargaining and contracting; and

WHEREAS, these negotiations have resulted in an agreement respecting the terms and conditions of employment; and

WHEREAS, it is in the mutual best interest of the Employer and the Association to promote and maintain a harmonious relationship in order that a more efficient and progressive public service may be rendered;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

ARTICLE I - RECOGNITION

Section 1. The Employer agrees to recognize and deal with the Association through its designated representative as the sole and exclusive bargaining agent of all police officers in the Town of Dover, excepting the Police Chief, Captains, Lieutenants, Sergeants, clerical, craft and other employees. This Agreement does not extend to members of the Association not employed by the Town of Dover.

Section 2. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Section 3. The Association delegate shall be permitted to attend monthly meetings of the State PBA without loss of pay, not to exceed nine (9) working days in any one year. Statutory rights shall remain unimpaired.

ARTICLE II - COVERAGE

Section 1. It is intended that this agreement shall cover matters pertaining to employment, wages, hours, and working conditions concerning the members of the Town of Dover Police Department.

ARTICLE III - DISCRIMINATION

Section 1. There will be no discrimination by supervisory or other employees of the Employer not included in the unit covered by this Agreement against any employee because of membership or activities in the Association.

Section 2. The Association agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Association will solicit members, dues or funds during the working hours of employees involved.

Section 3. The Association and the Employer reaffirmed their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of the employee.

ARTICLE IV - SICK LEAVE

Section 1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part time permanent employees shall be entitled to sick leave as established by regulation.

Section 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 3. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee for days taken in excess of days provided under Section 8 of this Article. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of sick leave of the employee or the need of the employee's attendance upon a member of the employee's

immediate family. In case of sick leave due to contagious disease, a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

Section 4. (a) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment except as set forth below. Upon termination, the appointing authority shall certify to the Department of Civil Service the employee's permanent record.

(b) An employee who leaves employment with at least ten (10) years of accredited service shall be entitled to a cash payment equaling thirty-three and one third (33-1/3%) percent of all of said officer's accumulated sick leave as of the date of that officer's leaving service. Such amounts shall be paid at the then-current daily rate for that officer.

(c) An employee who leaves employment with at least twenty-five (25) years of accredited service shall be entitled to utilize seventy-five (75%) percent of accumulated sick time as time off (terminal leave) with pay rate equal to the highest salary attained by the employee. An employee may also use this

provision prior to twenty-five (25) years of accredited service if such time off (terminal leave) shall bring him or her up to twenty-five (25) years of accredited service. This time off, or terminal leave, is only to be taken at the conclusion of the employee's employment with the employer. Further, in order to receive this time off or terminal leave, the employee must notify the employer at least one year in advance of the employee's termination date, in writing, of his or her desire to elect this provision. Failure to notify the employer within the one-year time period shall be deemed a waiver by the employee to elect this provision.

If an employee elects this provision by sending written notice to the employer, he or she may not thereafter rescind such notice and demand payment for accumulated sick time as set forth in 4 (b) above.

Section 5. An employee who has been reemployed shall be credited with the total accrued sick leave at the termination of his previous employment.

Section 6. The employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abusive sick leave shall be cause for disciplinary

action.

Section 7. The Employer may require an employee who has been absent because of personal illness as a condition of his return to duty, to be examined, at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 8. An employee shall be allowed time off without loss of pay for five (5) successive calendar days of a death in his immediate family, which is defined as spouse, parents, children. The days off shall include the day of the funeral and may include days before and after the funeral. Three (3) days shall be allowed when the death of a brother or sister, mother-in-law, father-in-law or grandparents occurs. One (1) day shall be granted to an officer when the death of a brother-in-law, sister-in-law, aunts, uncles or grandparents of a spouse occurs. Said time off shall not be credited against nor deducted from accumulated sick leave.

ARTICLE V - SALARY AND WAGE SCALE

Section 1 - All police officers shall be paid pursuant to attached Schedule A.

ARTICLE VI - HOLIDAYS AND PERSONAL DAY(S)

Section 1. All employees who work during the calendar day of a designated holiday as set forth below shall be compensated at the time and one-half (1-½) rate for all such work performed. Entitlement to pay at the time and one-half rate (1-1/2) shall be for the tour working 7:00 a.m.-7:00 p.m. on the holiday as observed by the Town and for the tour working 7:00 p.m. the preceding day to 7:00 a.m. on the holiday. Only the following holidays shall require the payment of time and one-half (1-1/2):

1. New Year's Day (actual day)
2. Memorial Day (actual day)
3. July 4 (actual day)
4. Labor Day (actual day)
5. Thanksgiving Day (actual day)
6. Day after Thanksgiving (actual day)
7. Christmas Day (actual day)

Section 2. All police officers shall be entitled to 112 hours of holiday time as time off with pay. All police officers must use the 112 hours in the calendar year. Requests to use holiday time shall not be unreasonably denied. In the event that the holiday time cannot be used due to the work load of the

Police Department, such holiday time may be carried over into the next year.

Section 3. In addition, the employees shall be entitled to a paid holiday whenever the Dover Town Hall is closed for a declared holiday. This is not to include snow days or other emergency days.

Section 4. PERSONAL DAYS

a. Employees shall be entitled to twenty-four (24) hours per year with pay for personal business, household or family matters. Such day shall not be accumulated or carried over to the following calendar year. Requests to use personal time shall not be unreasonably denied.

Section 5. Any police officer who has completed a Field Training Officer course shall receive an additional twenty-four (24) hours of time off annually. The parties understand and agree this is an assignment made at the discretion of the Chief or his designee and that there are no commitments as to the number of FTO's to be assigned, or as to which officers will be assigned.

ARTICLE VII - VACATIONS

Section 1. Vacations are to be in effect from January 1 to December 31 and are granted on a calendar year basis.

Section 2. For employees who remain on the payroll continuously and without interruption for the required number of years.

Section 3. Leaves of absence shall neither break continuity of service nor be counted for purposes of accruing additional vacation under this section.

Section 4. Employees earn vacation time on a monthly basis from the beginning of their employment. Those hired prior to the 15th of a given month shall receive credit for that first month of work. Vacation time earned during the first year of work can be carried over to the second year. After the first year, all vacations shall be taken during the current calendar year at such time as permitted or directed by the Chief of Police. The Chief of Police may, upon the written request of an employee, allow the carry-over of vacation time. This section shall not cause an officer on disability to lose any vacation days.

Section 5. Police officers shall be entitled to vacation as follows:

<u>Number of Years of Service</u>	<u>Days Allowable</u>
-First year of service	1 working day per month (or 8 hours)
-Commencing with 1-year through completion of 5th year	14 working days (or 112 hours)
-Commencing with 6th year through completion of 9th year	15 working days (or 120 hours)
-Commencing with 10th year through completion of 14th year	17 working days (or 136 hours)
-Commencing with 15th year through completion of 19th year	22 working days (or 176 hours)
-Commencing with 20th year through completion of 24th year	25 working days (or 200 hours)
-Commencing with 25th year and thereafter	27 working days (or 216 hours)

For the purpose of this Article, the number of years of service for police officers shall be computed as follows:

- (a) If employment commenced between January 1 and June 30, the first year of employment shall be included in determining the number of years of service.
- (b) If employment commenced between July 1 and December 31, the first year of employment shall not be included

in determining the total number of years of service.

Section 6. A senior police officer shall not be denied time off provided that the minimum manning is satisfied without requiring the payment of overtime.

ARTICLE VIII - COURT APPEARANCE

Section 1. Whenever a police officer shall be required to appear before any Grand Jury or at any municipal, county, Superior or Supreme Court proceeding, including Civil Actions, where the appearance arises out of the employee's status as a police officer and the employee appears as the result of a subpoena, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall receive overtime in accordance with Article XIV.

Section 2. A police officer who is summoned to jury duty will suffer no loss in pay. A police officer will not be required to report for duty on any day when that police officer is required to be in court as a result of a summons for jury duty.

ARTICLE IX - TRAVELING EXPENSES

Section 1. If at any time, a police officer shall be required to use his personal vehicle for police business, the Employer shall compensate said officer at the rate of twenty-two (22) cents per mile.

In addition, a police officer shall be entitled to reimbursement for any meal the officer is required to pay out of personal funds when out of town for police business.

This section pertains to all duties excepting transportation to and from police headquarters and meals during normal working hours in the Town of Dover. The employee must present receipts and documentation for all expenses incurred to the Chief of Police.

Section 2. An officer will be entitled to the following amounts for any necessary meals:

Breakfast	\$3.00
Lunch	3.50
Dinner	9.00

Section 3. Employees will also be reimbursed the full amount for official breakfasts, luncheons and dinners which are authorized by the Chief of Police or in his absence, his designee.

ARTICLE X - EDUCATION BENEFITS

Section 1. There is hereby established an educational program for employees for the Police Department of the Town of Dover. The Town of Dover shall reimburse college tuition up to and including a Doctorate or Juris Doctor Degree based on the members obtained grade using the following guide:

- 100% tuition reimbursement for a letter grade of an "A" or percentile grade between 90-100%.
- 70% tuition reimbursement for a letter grade of a "B" or percentile grade between 80-89%.
- 50% tuition reimbursement for a letter grade of a "C" or percentile grade between 70-79%.
- No tuition reimbursement for a letter grade of a "C" or lower than percentile grade of 70%.

Upon the successful completion (a "C" or better) of approved police-related courses that are directed at the attainment of a degree in Law Enforcement, each participating policeman shall be awarded Twenty (\$20.00) Dollars per credit for each credit with a "C" or better grade point average, not to exceed One Thousand Two Hundred (\$1,200.00) for an Associate's Degree, Two Thousand Four Hundred (\$2,400.00) Dollars annually for a Bachelor's Degree, and

Three Thousand (\$3,000.00) Dollars, annually for a Master's Degree.

The employee and the Town shall share the cost of books applicable to the Associate's, Bachelor's, Master's, and Juris Doctorate Degree's equally (50/50). Only employees hired before January 1, 2017 shall be entitled to the reimbursement provided by this Section 1.

Proper certifications of completion and passage of said approved courses shall be filed with the Town Clerk by February 1 of each year for all credits earned during previous year. At that time, the Town Clerk shall take the necessary steps to determine the amounts earned during the previous year. Police officers shall not be required to resubmit certifications submitted in previous years.

Section 2. Any officer hired with an Associates, Bachelor's or Master's Degree in law enforcement shall be granted One Thousand Two Hundred (\$1,200.00) Dollars, Two Thousand Four Hundred (\$2,400.00) Dollars, or Three Thousand (\$3,000) Dollars respectively. Any officer hired with credits toward a degree shall be awarded payments as outlined in Section 1. The education incentive amount shall be added to base salary and be paid to the police officer in his/her first payroll check divisible by the requisite pay periods.

Section 3. Each police officer shall notify the Town by December 1 of each year as to the number of credits or degrees possessed by the police officer. The education incentive dollar amount due each police officer will be added to his/her base salary effective the first paycheck of the next year.

Section 4. The Town shall also reimburse the student for all required books for an approved police course at the time books shall be returned to the Chief of Police or his designee for reuse by other Town employees or for utilization as a library for the Town of Dover Police Department.

ARTICLE XI - POLICE SCHOOL

Section 1. When any police officer spends time in police school, expenses incurred for mileage, meals and necessary equipment shall be reimbursed with the approval of the Chief of Police and the Town Clerk at the rates indicated in Section 1 and 2 of Article IX.

With regard to meals, this section shall not apply when this officer commutes to class from Dover each day.

ARTICLE XII - UNIFORM ALLOWANCE

Section 1. All police officers hired on or after January 1, 1998, shall be provided at no cost to the employee the following initial uniform issue.

- Three shirts (long-sleeve)
- Three shirts (short-sleeve)
- Three pairs of trousers
- 1 Pair of Shoes
- 1 Summer Jacket
- Raingear (coat, hat protector)
- 1 Leather jacket
- 1 Hat
- Leather/nylon Gear (holster, belt, cuff case, magazine pouch)
- Department Insignias for shirts & outerwear
- 1 Shield
- 1 Dress Blouse

Employer agrees to replace any uniform, clothing or equipment damaged in the line of duty.

Section 2. Any clothing that is not utilized by an officer shall be turned into the Town upon termination of its use.

Section 3. All leather equipment which becomes worn or unsightly shall be replaced by the Employer at the Employer's sole cost and expense and under the guidelines of the Police Chief.

Section 4. Police officers may direct that \$5.00 per pay period be deducted from their pay for the purchase of police vests. The employer will match up to \$5.00 per deduction. The

police officer at any time may demand the return of his deductions but will not receive the matching money of the employer.

ARTICLE XIII - HOSPITALIZATION

Section 1. The Town shall continue to provide to the employees' health insurance and prescription coverage as set forth in Appendix B (found on page 49 of this agreement) and dental insurance. An employee and his dependents become eligible for enrollment on the 1st day of the month following sixty (60) days of service. The premiums for the above plan are paid for in full by the Town of Dover subject to the mandatory legislation (Chapter 78, Pl. 2011).

Section 2. When retiring and after twenty-five (25) years of service, the Town will continue to pay the premium for an employee and his family's insurance coverages specified above only if the employee was hired prior to February 1, 2009. The Town agrees to reimburse retired police officers the premium paid by the retirees for Medicare Part B. The Employer's responsibility to reimburse the premium shall be at a rate based upon the employee's police pension only at the time the Medicare part B is paid. Any action of a police officer which increases the Medicare part B premium over the payment based upon the officer's pension only shall be the officer's obligation.

Additionally, a police officer with at least ten (10) years of police service who becomes disabled and retires on a

disability pension as is defined by the Police and Fire Retirement System shall be allowed to remain a member of the group insurance programs maintained by the Town of Dover at the sole cost and expense of the Town of Dover during the period of the former officer's retirement. Where a retiree is reemployed and said other employer maintains a program of medical insurance for its employees, then the Town of Dover shall not be obligated to maintain hospitalization during the period of such other employment only. Police officers retiring on a disability pension shall not be entitled to reimbursement for Medicare Part B payment.

Any police officer hired after February 1, 2009 shall not be entitled to employee's health insurance, prescription coverage and dental coverage in retirement at the expense of the Town. In addition, police officers hired after February 1, 2009 shall not be entitled to Medicare Part B reimbursements upon their retirement.

Section 3. For the purpose of determining years of service for this Article only, it shall be deemed equivalent to the credited years of service of the employee under the retirement system. An employee who retires after fifteen (15) years of service shall not be entitled to reimbursement for Medicare Part

B payments.

If an employee retires after fifteen (15) years of service, he/she is eligible for the same coverage with the employee paying the premium to the Town.

Section 4. The Employer shall have the right to change insurance carriers during the term of this Agreement so long as substantially similar benefits are provided. If the Association does not believe that the change is substantially similar, the parties have the right to discuss the possibilities of agreeing to conditions which would make the plan substantially similar. If the parties cannot agree on the issue of "substantially similar benefits", this issue shall be immediately submitted to arbitration under the provisions set forth in Article XVI of this Agreement.

Section 5. The surviving spouse of a retired employee who retires with at least twenty-five (25) years of accredited service who is covered by the Town of Dover hospitalization, medical-surgical and prescription drug plans, may continue to maintain the Town of Dover employees health coverage provided that said spouse pays the cost of such coverage.

Section 6. In the event of your death while insured, Medical Care Benefits will be continued for your family members

who are insured at that time. The benefits continued will be the same as those in force at the time of your death and will be provided without payment of premium.

The insurance of all family members will be continued for two years from the date of your death but not beyond a period of 180 days after your death, if your surviving spouse remarries within that period, or beyond the date your surviving spouse remarries if the remarriage takes place more than one hundred eighty (180) days after your death.

a) Beyond the period as outlined above, elder spouse and their eligible dependents may continue coverage, if they make required contributions and have no other coverage available to them.

ARTICLE XIV - WORK WEEK AND OVERTIME

Section 1. The work week shall begin on Monday morning at 12:01 A.M. and end on the following Sunday evening at 12:00 midnight.

The regular work hours for the members of the Dover Police Department, Patrol Division except the Detective Bureau shall be four (4) twelve (12) hour tours of duty on four (4) consecutive days, then scheduled off duty for four (4) twelve (12) hour tours of duty on four (4) consecutive days which results in an annual work period of an additional one hundred ten (110) hours. Each employee shall also receive one hundred ten (110) hours annually as compensatory leave in recognition of and as compensation for the additional regularly scheduled work hours generated by the new schedule. These hours cannot be accumulated. The starting time of the "day shift" shall be 0700 hours; the stopping time for the "day shift" shall be 1900 hours. The starting time for the "night shift" shall be 1900 hours; the stopping time for the "night shift" shall be 0700 hours.

The regular hours for the Detective Bureau shall be eight (8) hours per day, forty (40) hours per week from Monday through Sunday inclusive. The work week shall not exceed five (5) consecutive days and there shall be two (2) days off for every

five (5) days worked.

These arrangements are subject to emergency conditions which can be implemented by a duly authorized person as set forth in the Police Ordinance of the Town of Dover and the Regulations of the Police Department of the Town of Dover.

Section 2. Overtime shall be defined whereby employees shall be entitled to overtime at the time and one-half (1.5) rate for all hours worked in excess of the employee's regularly scheduled work shift. In conformance with the Fair Labor Standards Act, the Town will establish a sixteen (16) day work period. It is recognized and agreed that this work period is established for Fair Labor Standards Act purposes only, and does not alter in any way any employee's contractual overtime rights.

The hourly rate for all employees will continue to be calculated by dividing their annual base salary by 2,080 hours.

In the event an officer assigned to the Detective Bureau works overtime, time and one-half shall be paid or compensated for all hours worked in excess of forty (40) hours.

Section 3. All overtime must be approved in writing by the Chief of Police or in his absence by the Acting Chief of Police. A copy of the approval shall be filed with the official attendance records of the Town.

Section 4. In construing overtime, compensation shall be made at time and one-half on the following basis:

(A) Up to the first sixteen (16) minutes of authorized overtime, no pay.

(B) Sixteen (16) through thirty (30) minutes, thirty (30) minutes pay.

(C) Thirty-one (31) through forty-five (45) minutes, forty-five (45) minutes pay.

(D) Forty-six (46) through sixty (60) minutes, one (1) hour pay.

(E) Thereafter, overtime shall be paid in fifteen (15) minute segments.

Section 5. An employee recalled from off-duty status for any purpose to duty shall be compensated at the time and one-half rate, and shall be guaranteed a minimum of three (3) hours pay at the premium rate. If an employee is recalled to duty on a designated holiday, he shall be compensated at the double time rate and shall be guaranteed a minimum of three (3) hours pay at said rate.

Section 6. All officers planning to leave the Town's service shall give at least two (2) weeks written notice to the Chief of Police.

Section 7. "Emergency" as used herein shall include any unusual conditions caused by any circumstance or situation

including shortages in the personnel of the Police Department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave, or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Chief of Police or Acting Chief of Police and the concurrence of the Administrator of the Town of Dover.

Section 8. All off duty or outside assignments shall be paid at the police officer's overtime rate except when another rate is specifically negotiated between the PBA and the Town representative. In the event that off duty work is performed for (1) the Dover Board of Education, or (2) for a planned bonded capital improvement (non-emergency) project paid exclusively for by the Town, the rate shall be \$70.00 per hour increased annually by the across-the-board annual percentage increase (See Article V). Charitable organizations shall pay the same rate if the Town, PBA and SOA agree.

Section 9. Any police officer placed on on-call status that is not normally on on-call status will be compensated a minimum of three (3) hours at time and one-half.

Section 10. All detectives placed on on-call status shall be paid a minimum of four (4) hours at time and one-half per week

while on-call. If the detective is called out during that week, those hours worked will be charged against the Four (4) hour guarantee. The detective called out will receive additional compensation only if the detective is called out for more than four (4) hours.

Section 11. In the patrol division, the senior police officer shall be deemed to be in charge of said tour in the event that there is no sergeant or lieutenant working on that tour. The senior police officer shall be compensated at time and one-half (1- $\frac{1}{2}$) his or her hourly rate. The senior police officer shall be the senior officer regularly assigned to that tour. The presence of the Chief of Police or Police Captain shall not operate to avoid the obligation to pay the senior police officers outlined above.

ARTICLE XV - OFF DUTY POLICE ACTION

Section 1. Considering all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

A. Any actions taken by a member of the Town of Dover Police Department on his time off which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all the rights and benefits concerning such action as if he were then on active duty.

B. Compensation for action under the clause shall be considered as included in the base annual wage. Additional compensation (overtime) shall be paid when an arrest is made or at the discretion of the Chief of Police when the Police Officer is requested to prepare reports on his off duty time.

ARTICLE XVI - DISABILITY

Section 1. The Employer will pay any officer disabled in the line of duty his full pay up to one (1) year as described by a physician designated by the Employer. For the purpose of this provision, the Employer may, in its sole discretion, designate a physician retained by one of its insurance carriers to conduct the examination of the officer. Any officer disabled in the line of duty may be given a leave of absence of up to one (1) year pursuant to N.J.S.A. 40:11-9 retired for disability at any time if the Town designated physician certified that this is necessary.

Section 2. While any officer is receiving temporary disability benefits and full pay from the Employer, he will reimburse the Employer in the amount of temporary disability benefits received.

Section 3. An officer will not be required to compensate the Employer for any permanent disability benefits received.

Section 4. When an employee is disabled in the line of duty, said disability shall not infringe upon the employee's sick leave.

ARTICLE KVII - GRIEVANCE PROCEDURE

Section 1(a). Purpose The purpose of the grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement, and to resolve grievances as soon as possible, so as to secure efficiency and promote employees' morale.

(b). Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any superior officer. Said informal discussion will not be considered part of the formal part of a grievance application.

(c). For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any policies, this Agreement or administrative decisions, effecting any employee covered by this agreement.

Section 2 Procedure for Settlement of Grievance

A. Step One - Any employee covered by this Agreement disagreeing with decisions made by a superior, shall bring his complaint to the Shift Commander of the shift in which the

incident precipitating the grievance occurred, within ten (10) days of the incident to be grieved.

B. Step Two - In the event that any employee disagrees with the shift commander's decision or the shift commander cannot or does not respond within five (5) days, said employee shall, within ten (10) days of the occurrence of the event bring grieved, present the grievance in writing to the Chief of Police (or the officer in charge, if the Chief is absent), which decision in the grievance shall be rendered in writing within ten (10) days of the presentation of the grievance.

C. Step Three - (i) If the employee wishes to appeal the decision of the Chief of Police (or the officer in charge if the Chief is absent), the grievance shall be presented in writing to the Business Administrator within ten (10) days of the Chief's decision (or officer in charge). This presentation shall include copies of all previous correspondence relating to the matter in dispute and a letter from the Association indicating their support. The Business Administrator shall hold a hearing on the matter within fifteen (15) days of receipt of the written grievance, and will render a decision in writing within ten (10) days of the hearing on the grievance.

(ii) Alternately, if in the event the grievance concerns the

Business Administrator, the Town Clerk shall substitute as hearing officer as provided in Section (b) (i) above.

D. Step Four - If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) days of the Police Committee's decision, the grievant shall have the right to take his complaint to the Board of Aldermen. The Board of Aldermen may request a meeting with the grievant to discuss said issue. In any event, the Board of Aldermen shall render a decision within thirty (30) days of the date of its submission to the Town Clerk, who shall act as the agent for receipt of the grievance by the Board of Aldermen. Failure to respond within thirty (30) days shall be deemed a denial of the grievance.

E. Step Five - (i) If no satisfactory resolution of the grievance is reached at Step Four, then within ten (10) days of the Board of Aldermen's decision, the grievant shall take his complaint to the Public Employee Relations Commission for the selection of an arbitrator, pursuant to the Rules of said commission. The decision of the arbitrator shall be final and binding upon the parties.

(ii) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Police

Committee on the grievance.

(iii) Employees covered by this Agreement shall have the right to process their own grievance without representation. If a counsel is selected the Town shall deal exclusively with that counsel. If the Association is to represent the employee, the Town shall deal with the preannounced Grievance Committee and employee together or the Committee Chairman.

(iv) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

(v) The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from or modify in any way the provisions of this Agreement.

(vi) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Employer and the Association and shall be final and binding upon the parties.

Section 3

Representation

A. If the grievance is processed by the Association, it may designate the Chairman to represent the employee. During the Third and Fourth Steps of Grievance Procedure, the Association may designate an attorney to represent the employee. In this case, the Town shall deal exclusively with the attorney.

B. The Association shall annually appoint, by January 1 of each year, a grievance committee and chairman who may represent members of the bargaining unit in the grievance procedure. A list of such grievance committee members shall be presented to the Town Clerk within five (5) days of appointment. Any changes in the composition of the committee shall be reported to the Police Committee within five (5) days of said change in appointments. Only persons on the list provided shall so serve as representative of the Association in the grievance procedure. There shall be a twenty (20) day grace period from the time a change is made and the time with which a member might serve on the committee. The Town shall deal with the grievance committee in office at the time the grievance was filed.

Section 4

Time Limitation

The time limits set forth herein shall be strictly adhered to and the failure to process a grievance to the next step within

the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. Upon mutual consent of the parties, the time limits in any step may be extended or contracted. Such consent shall not be unreasonably withheld.

Section 5 Escalation of Grievance Procedure

The Employer at any time, at its option, can elect to waive any or all steps of the grievance procedure and proceed directly to binding arbitration.

(b) Minor Discipline

Minor discipline which is not appealable to the Department of Personnel (Civil Service) may be submitted to final and binding arbitration pursuant to the rules and regulations of PERC. The losing party in the arbitration shall pay for the full cost of the services of the arbitrator. The parties shall request the arbitrator to make a ruling on the identity of the losing party.

ARTICLE XVIII - CEREMONIAL ACTIVITIES

Section 1. In the event that another police officer in another Department in the State of New Jersey is killed in the line of duty, the Town will permit off-duty uniformed police officers of the Town to participate in the funeral service for the said deceased officer.

Section 2. Subject to the availability as determined by the Chief of Police, the Town will permit a Town police vehicle to be utilized by the members in the funeral service.

Section 3. Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XIX - BULLETIN BOARD

Section 1. The Town will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

Section 2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

Section 3. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XI - NO STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, or walkout. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by an employee covered by this Agreement shall be grounds for disciplinary action which will include suspension or termination, subject, however, to the grievance procedure.

Section 3. The Association will actively discourage any of its members or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action, and make reasonable efforts to prevent and terminate such illegal action.

Section 4. Nothing contained in this Agreement shall be

construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association, its members or any person acting on its behalf.

ARTICLE XIII - FULLY BARGAINED PROVISIONS

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XXII - SEPARABILITY AND SAVINGS

Section 1. If any section, part, phrase, or provision of this Agreement or the application thereof to any person, project or circumstances, be adjudged invalid by any court of competent jurisdiction or by legislative action, such judgment or action shall be confined in its operation to the section, part, phrase, provision or application directly involved in the controversy in which such judgment or action shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, projects or circumstances.

ARTICLE XXIII - TERM AND RENEWAL OF AGREEMENT

This Agreement shall have a term from January 1, 2015 through December 31, 2017. If the parties have not executed a successor agreement by December 31, 2017, then this Agreement shall continue in full force and effect until a successor agreement is executed.

ATTEST:

TOWN OF DOVER:

ATTEST:

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, DOVER LOCAL No. 107

SCHEDULE A
BASE WAGE RATES

Section 1. All police officers hired after the execution of the collective negotiations agreement shall be paid as follows:

STEP	2014	2015	2016	2017
1 (Academy)	\$42,448	\$43,297	\$44,163	\$47,486
2	\$48,047	\$49,008	\$49,988	\$53,753
3	\$53,644	\$54,717	\$55,811	\$60,008
4	\$59,242	\$60,427	\$61,635	\$66,275
5	\$64,841	\$66,138	\$67,461	\$72,541
6	\$70,439	\$71,848	\$73,285	\$78,808
7	\$76,037	\$77,558	\$79,109	\$85,063
8	\$81,634	\$83,267	\$84,932	\$91,330
9	\$87,232	\$88,977	\$90,756	\$97,584
10	\$92,830	\$94,687	\$96,580	\$103,851
11	\$98,429	\$100,398	\$102,406	\$110,118
12	\$104,027	\$106,108	\$108,230	\$116,373
13	\$109,625	\$111,818	\$114,055	\$122,640
14		\$114,878	\$117,176	
15			\$120,235	

Section 2. All police officers shall receive a step increase on their anniversary date (move down). Step increases and movement shall continue to be automatic on an annual basis.

Section 3. Police officers without a Police Training Commission (PTC) number shall be paid at Step 1. Upon completion of all requirements to obtain a PTC number, the police officer shall move to Step 2. Police officers with a Police Training Commission (PTC) number shall be paid at Step 2.

Section 4. In the event that the Town seeks to hire an employee and pay more than Step 1 or Step 2 above, it shall notify the PBA. If the PBA and the Town can agree on the Step, the new employee will be paid at that Step. If no agreement can be reached, that new employee shall be paid at Step 1 or Step 2, as appropriate.

APPENDIX B

The prescription co-pays shall be:

Date	Name Brand	Generic	Formulary
Effective 1/1/15	40	15	30
Effective 1/1/16	40	15	30
Effective 1/1/17	40	15	30

The co-pays under the Aetna Plan shall be:

Date	Co-Pay
Effective 1/1/15	20
Effective 1/1/16	20
Effective 1/1/17	20

The co-pays under the United Health Care Choice plan shall be:

Date	Co-Pay
Effective 1/1/15	35
Effective 1/1/16	35
Effective 1/1/17	35